

To Richard Lee Bowers
DBA Rick B Crete
2316 Hampton Rd
Little Elm Texas 75068

RE: Notice of intent to file a lawsuit

Dear Owner of Rick B Crete

This letter serves as a final notice of intent to file a lawsuit against you due to the poor workmanship and unwillingness of your company to complete and repair, the stamped concrete floors you attempted to complete at 704 Hoyt Rd Waxahachie Texas on September 9th- September 14th.

The work you performed at 704 Hoyt Rd Waxahachie was carless, incomplete and attempted with poor workmanship.

We have made several attempts to contact you regarding this matter without success or response.

We desire relief in the form of compensation for the floors to be redone by a professional in the amount of 11,200.00 as well as restitution for the damage you caused during your work, which includes the cost we incurred to hire a painter to paint the walls in which you sprayed stain on for \$4,600.00. We will also be seeking reimbursement for the cost to move the contents out and back into the house for the professionals to be able to complete the floor renovation needed to complete the job correctly in the amount of \$3,500.00.

We desire relief in the form of compensation for damages in the amount of \$19,300.00.

This offer to settle this matter and avoid a lawsuit is valid for 10 business days after this letter's date.

If we do not receive a favorable response within 10 business days, we will promptly begin a lawsuit.

The letter of intent to sue is governed by the laws of the state of Texas.

Sincerely, Josh Forner

Josh Forner vs Richard Bowers DBA Rick Crete
SC 1807. March, 7, 2023

This letter serves as a response to the letter received from the defendant Richard Bowers on January 17th, 2023.

Jessie Diaz was hired to build an extension to our existing home at 704 Hoyt Rd Waxahachie Texas. We mentioned to Jesse during his work that we would be needing a floor contractor. Jesse, gave us Richard Bowers (Rick) number and said he's done concrete before.

We set up a meeting with Rick, he gave us a quote and we agreed on the work, Rick made a point to tell us he had 35 years of concrete works. Jesse at that point stepped out of the picture.

We had the 1st floor of the house completely empty as requested, when Rick arrived. Both my wife and I work from home so it was impossible for us to vacate the entire home.

The exact instructions given to us by Rick, were followed. We did not walk on the floor until we were cleared, and we used a wooden plank stretching from the stairs out the front door. Rick never expressed any complaints or concerns regarding any issues with the floor or the process during the job a
We made several attempts to contact him to request him to return for repairs without success.

Rick did return to our location to attempt to repair, large white spots left on the floor by his puppy that he brought onsite. Those spores were never able to be repaired or removed.

We paid Rick directly \$11,200 cash for the job, Jesse was not present or involved in any payments made to Rick.
From that time we have not been contacted by Rick for any attempt to repair or rectify the issues.

Rick has blocked both Jesse and ourselves from any phone contact.

Jesse assisted us with the repainting and repairs mentioned in the initial complaint.
The floor was never sealed so the scuffs, marks, clumps and top surface continue to deteriorate.

The defendant continues to complain that the instructions to not walk on the floor were not followed, that is completely incorrect.

The defendant continues to claim to be a laborer but in fact is the owner and operator dba, Rick b Crete.

We don't believe Rick was comfortable performing this job, he was lacking in knowledge and experience.

Thank you in advance for your assistance in resolving this matter.

CAUSE NO. SC1807

JOSHUA LEE FORNER AND KIMBERLY C
FORNER
PLAINTIFF

v.

RICHARD LEE BOWERS DBA RICK B
CRETE
DEFENDANT

§ IN THE JUSTICE COURT
§
§
§ PRECINCT NO. 2
§
§
§
§ ELLIS COUNTY, TEXAS

JUDGMENT FOR PLAINTIFF (BENCH TRIAL)

On the 13th day of September, 2023, this case was tried.

Plaintiff appeared ☒ in person ☐ by attorney: _____

Defendant appeared ☐ in person ☐ by attorney: DID NOT APPEAR

No jury was demanded, and a bench trial was conducted. The judge, having heard the evidence and testimony of the parties, **FINDS** that Plaintiff proved the allegations of the petition, and it is therefore **ORDERED** that Plaintiff recover of Defendant:

- ☒ the sum of \$19,000.00,
- ☐ plus attorney's fees of ,
- ☒ with interest at the rate of 8.25% compounded annually, and
- ☒ court costs of \$144.00.

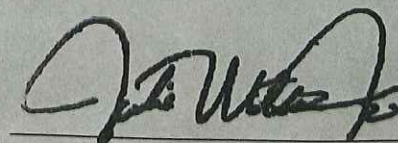
Important Notice

If you are an individual (not a company), your money or property may be protected from being taken to pay this judgment. Find out more by visiting www.texaslawhelp.org/exempt-property.

El Aviso Importante

Si usted es una persona física (y no una compañía), su dinero o propiedad pudieran estar protegidos de ser embargados como pago de esta deuda decretada en juicio en contra suya. Obtenga mayor información visitando el sitio www.texaslawhelp.org/exempt-property.

ISSUED AND SIGNED this the 13th day of September, 2023.



JUSTICE OF THE PEACE, PRECINCT 2
ELLIS COUNTY, TEXAS

